



## AKASOL AG (“AKASOL”) GENERAL TERMS AND CONDITIONS OF ENGINEERING

### 1. General Information / Scope

1.1. These General Terms and Conditions of Engineering (“Terms and Conditions”) shall apply in particular to the following services to be provided by AKASOL: development, construction and/or commissioning of battery modules and/or battery systems, as well as entire electrical power trains and energy storage systems, as well as consulting services in connection with battery modules and/or battery systems, as well as entire electrical power trains and energy storage systems. All services are provided on the basis of these Terms and Conditions. Conflicting Terms and Conditions or Terms and Conditions that deviate from or supplement these Terms and Conditions shall be excluded and apply only if and to the extent that AKASOL has expressly agreed to these in writing. This applies also when AKASOL has not expressly objected to the validity of such conflicting or deviating Terms and Conditions or has accepted or paid for Deliveries without reservation.

1.2. These Terms and Conditions apply exclusively to business transactions with contractors within the meaning of S. 14 BGB (German Civil Code), with legal entities under public law, and with special funds under public law (“Client”).

1.3. Within the context of an ongoing business relationship, these Terms and Conditions also apply to all future business dealings relating to services between AKASOL and the Client.

1.4. AKASOL reserves the right to amend the Terms and Conditions which have become an integral part of the contract. Any amendment to the Terms and Conditions shall become an integral part of the contracts concluded between AKASOL and the Client, when (i) AKASOL notifies the Client of the amendment; and (ii) the Client does not object in writing to the notification of change within two weeks of receiving the notification of change, whereby AKASOL shall point out the legal consequences of the failure to object to the notification of change.

### 2. Formation of Contract

2.1. All quotations provided by AKASOL are subject to alteration and are non-binding, unless they are expressly marked as binding.

2.2. The conclusion of the contract requires a written declaration by AKASOL. The requirement for the written form is deemed to have been met if the declaration is made by electronic data transmission (e.g. EDI), by SAP document or by email as a PDF document. This requirement for the written form also applies to post-contractual verbal and other agreements.

2.3. Individual agreements made with the Client on a case-by-case basis (including collateral agreements, supplements, and amendments) shall, in any event, take precedence over these Terms and Conditions. A written contract or written confirmation from AKASOL is decisive for the contents of such agreements.

2.4. Legally relevant declarations and notifications to be made by the Client to AKASOL after conclusion of the contract (e.g. setting of deadlines, reminders, declarations of withdrawal) must be made in writing to be effective.

2.5. AKASOL reserves ownership and, provided they are protected under copyright law, copyright to illustrations, cost estimates, drawings, calculations, and other documentation. The Client requires the express prior consent of AKASOL before making any disclosure to third parties.

### 3. General Obligations on the part of AKASOL

3.1. The services provided by AKASOL must conform with generally accepted engineering practice, the principle of economic efficiency and the provisions of public law. If the services provided by AKASOL do not conform with generally accepted engineering practice, in particular in respect to prototypes, AKASOL shall point this out to the Client.

3.2. AKASOL must base its planning on the written instructions and suggestions made by the Client, and inform the Client immediately of any obvious or identifiable reservations in this regard.

3.3. AKASOL has no obligation to achieve development success if the requirements of the Client obstruct this or are disproportionate and this is not expressly agreed between the parties.

### 4. Client’s Right to Recovery

If agreed between the Client and AKASOL, the documents produced by AKASOL for performance of this Contract, such as plans or drawings, must be surrendered to the Client after full payment; Documents and contents which are primarily based on IP available at AKASOL are excluded.



All documents provided to AKASOL by the Client must be returned to the Client no later than after the performance of the contract.

## 5. Copyright / Intellectual Property

5.1. The Client may use the documents for the action specified in the Contract without the involvement of AKASOL.

5.2. The Client may not use information, know-how, plans, brands, design samples and registered designs which AKASOL developed prior to granting the commission, or which are to be assigned to AKASOL and are being used by AKASOL. A right of use exists exclusively for the results of the development assignment. In the event of doubts or ambiguity, the Client shall have no right of use for as long as the parties have not liaised in writing and reached an agreement.

5.3. If agreed between the Client and AKASOL, the Client shall have the right to publish under the name of AKASOL. AKASOL has the right to name the Client as reference customer in publications.

## 6. Payments

6.1. Unless otherwise agreed, AKASOL may request monthly payments on account from the Client, corresponding to progress of the performance.

6.2. All invoices shall be due for payment, without deduction, within two weeks after their respective receipt.

6.3. All remuneration amounts specified in the Contract are quoted net plus the statutory value added tax applicable at the time of performance of the service. All payments must be made in EURO.

6.4. Unless otherwise agreed, the Client must pay travel costs, expenses, and other disbursements which arise during the course of providing the contractual service by AKASOL, additionally and according to expenditure against invoice.

## 7. Termination

7.1. AKASOL may terminate its assignment at any time with two months' notice. If AKASOL is responsible for the termination, the claim for remuneration of services provided until then only exists if the services are usable.

7.2. In all other cases, AKASOL shall be entitled to the contractually agreed remuneration despite termination. AKASOL must, however, allow a deduction of the expenses it saves as a result of termination of the contract, or acquires by deployment of the workforce elsewhere, or wilfully fails to acquire.

7.3. Any termination must be in writing.

## 8. Liability and Limitation

8.1. Claims for defects and other claims by the Client are governed by the legal provisions, unless otherwise agreed below.

8.2. If AKASOL is liable due to a culpable failure to follow generally accepted engineering practice or another culpable breach of its contractual obligations, AKASOL has to provide compensation for damages only insofar as these were caused by gross negligence or with intent.

Liability for damages caused by slight negligence is excluded unless damages are caused when material contractual obligations are breached. In this case, liability is limited to foreseeable damage typical for this type of contract.

The damage that is foreseeable for this type of contract is limited to the ordinary annual turnover between the parties. In case of doubt, this shall be established on the basis of the normal course of the business relationship between the parties or the turnover of the previous year.


Any liability for consequential damages, lost profit or indirect damages is, insofar as legally permissible, excluded. Further claims for compensation for damage of any kind, also including damage which has not occurred to the delivery item, shall only exist

- (i) in the event of intent;
- (ii) in the event of gross negligence by senior executives or the Board of Directors;
- (iii) in the event of injury to life, limb, or health;
- (iv) in cases where, according to product liability law, liability exists for defects in the delivery item, for personal injury or property damage to privately used objects;
- (v) in the event of defects that have been fraudulently concealed;
- (vi) within the scope of a guarantee promise. Any further claims are excluded.

8.3. In the event of a claim, AKASOL may request to be involved in rectifying the damage.

8.4. This regulation in accordance with cl. 8 does not affect the legal burden of proof.

8.5. All claims by the Client, for whatever material or legal reasons, become time-barred in 12 months.

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The legal time limits apply for compensation claims in accordance with cl. 8.2. These apply also to defects in a building or to objects that have been used for a building in accordance with their normal use and have caused its defectiveness. The limitation period starts with the performance of the last service to be provided under the Contract; however, no later than the transfer of the facility.

## **9. General Obligations on the part of the Client**

9.1. The Client is aware, and he also expressly acknowledges, that the contractual fulfilment of his obligations to cooperate and/or to supply products and services is a fundamental contractual prerequisite for the provision of services by AKASOL. The Client is, in particular, obliged to provide AKASOL, free of charge, fully and in due time, with the technical project documentation, client-specific standards, and project performance specifications required for AKASOL's provision of the contractual services. Any decisions required on project contents must be made by the client without delay and notified to AKASOL. The Client has an obligation to check any written proposals for amendments submitted by AKASOL without delay, and to notify AKASOL in writing of the result of the check without delay.

9.2. The Client has an obligation to point out facts and circumstances within the company, without being requested to do so, where such information is important for provision of the services by AKASOL. In this context, the Client must always provide all documents and information which are necessary for the contractual provision of the services to AKASOL without being requested to do so and always in good time. Should official permits be required for the project to be implemented by AKASOL, the Client must obtain these in good time and, upon receipt of an official decision, notify AKASOL of the same immediately.

9.3. Should the Client not meet his obligations to cooperate and/or to supply products and services, or not meet such obligations to AKASOL in good time, then at the request of AKASOL the agreed deadlines must be reasonably extended and AKASOL may temporarily suspend the provision of services. The Client must reimburse AKASOL for any additional costs resulting from this against corresponding proof.

9.4. The Client has the right to request from AKASOL amendments of the service content to a reasonable extent at any time. In this case, AKASOL must inform the Client, upon written request, immediately in writing about the impacts in terms of technical content, costs, and time, and in case of doubt has the right to reject the amendments to the service. The contracting partners shall mutually agree on a corresponding written supplemental agreement. AKASOL is obliged and entitled to implement the requested changes only after written conclusion of the supplemental agreement.

9.5. The Client has an obligation to use samples, equipment, and documents which, as agreed, do not comply with generally accepted engineering practice only in a specially secured manner, with due care and in accordance with the approval.

9.6. AKASOL expressly points out that the Client must be aware of and comply with the provisions of the Battery Law (BattG) as amended or, in any other European country, the national regulations on the basis of EU Directive 2066/66. No service provided by AKASOL is designed in such a way that AKASOL has to comply with the Battery Law (BattG). The Client hereby assures both knowledge of and compliance with BattG or, in any other European country, the national regulations on the basis of EU Directive 2066/66, including through the provision of appropriate work organisation. AKASOL shall therefore not accept any liability for breaches against BattG and shall also not be liable for compliance with BattG in the event that recycling services are arranged by third parties in accordance with BattG on behalf of and at the request of the Client. This is, at most, an agency service by AKASOL, whereby AKASOL is not accountable for compliance with BattG nor, in any other European country, the national regulations on the basis of EU Directive 2066/66, nor for recycling services, their extent, or their performance by the third party. AKASOL does not provide any legal advice on BattG or, in any other European country, on the national regulations on the basis of EU Directive 2066/66.

## **10. Confidentiality**

10.1. Each contracting partner shall use all documentation including samples, models and data, as well as knowledge received by virtue of the business relationship, only for the jointly pursued purposes, and keep them secret from third parties with the same care as they would their own documentation and knowledge, if the other contractual partner describes them as confidential or has an obvious interest in keeping them confidential.

10.2. This duty of confidentiality begins with initial receipt of the documentation or knowledge and ends five years after the end of the business relationship.

10.3. The duty of confidentiality does not apply to documentation and knowledge which are generally known, or which were already known to the contractual partner at the time of receipt, without duty of confidentiality, or which are then transmitted by a third party authorised to disclose them, or documents or knowledge developed by the other contracting party without being exploited which must be kept secret.

10.4. Samples or other materials, information, goods, specimen, or technical equipment exchanged during the course of the collaboration may not be disassembled and used by the receiving party for their own purposes (prohibition of reverse engineering).

10.5. AKASOL reserves the right to use and disseminate pre-existing information, data, documentation, patents, industrial property

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**Chairman of the Board**  
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rights, know-how, design, etc. received, and these rights are not granted to the Client.

#### 11. Miscellaneous

11.1. Should one or more provisions of these Terms and Conditions or parts thereof be or become ineffective, this shall not affect the provisions or their parts.

11.2. Insofar as (i) the requirement for the written form is referred to in these Terms and Conditions, text form (letter, fax, email, etc.) shall be sufficient to fulfil the requirement for the written form; (ii) where reference is made to "days", this shall mean calendar days.

11.3. For the interpretation of trade terms, the version of the Incoterms valid at the time of the contract conclusion shall apply.

11.4. Amendments to this Contract shall not be legally effective unless they are made in writing.

11.5. The contractual relationship between AKASOL and the Client is subject exclusively to the law of the Federal Republic of Germany to the exclusion of the UN sales law (United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980).

11.6. The place of jurisdiction for all disputes arising from or in connection with the contractual relationship between AKASOL and the Client is the registered office of AKASOL. AKASOL also has the right to bring a legal action against the Client before the court having jurisdiction for the Client's registered office or any other competent court. The above provisions do not apply if the law provides an exclusive place of jurisdiction.

As at: June 2020